

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2020-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A
FACILITIES USE LETTER OF AGREEMENT WITH THE
LOWCOUNTRY COMPOSITE GROUP OF THE CIVIL AIR
PATROL FOR THE PERIODIC USE OF A PORTION OF THE
RIDGELAND CLAUDE DEAN AIRPORT.

WHEREAS, Jasper County is the owner of real property generally known as the Richard Claude Dean Regional Airport (hereinafter "Airport") in Ridgeland, South Carolina, which includes buildings, hangers, runways, taxi ways, and other facilities customarily associated with airports (the "Airport Facilities"); and

WHEREAS, the Low Country Composite Group of the Civil Air Patrol (hereinafter "LCG") is a South Carolina non-commercial or not-for-profit entity involved in civic and quasi-governmental support activities involving civilian aircraft, pilots and support personnel profit operating in conjunction with the Civil Air Patrol; and

WHEREAS, LCG has traditionally conducted training exercises at the Airport, and desires to continue those exercises on a periodic basis, and now desire to enter into a formal agreement with Jasper County by execution of the attached Facilities Use Agreement ("Facilities Agreement"), which, among other things, provides for an allocation of responsibilities and terms for the use and occupancy of certain portions, from time to time, of the Airport Facilities; and

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Facilities Agreement, which will provide enhanced capabilities for air support of governmental functions, including disaster relief, search and rescue, and forest fire protection;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council approves the Facilities Agreement regarding the Airport Facilities as described above and in the Facilities Agreement to the Low Country Composite Group of the Civil Air Patrol on terms substantially consistent with those include in the attached Exhibit "A;" and upon approval of the Facilities Use Agreement, and other related documents by the County Attorney, the County Administrator shall be

and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Facilities Use Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

2. This ordinance shall take effect upon approval by Council.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

First Reading: June 1, 2020

Second Reading: July 20, 2020

Public Hearings: July 6 and July 20, 2020

Adopted: August 3, 2020

It is required that the following Exhibit be attached before the second reading:

FACILITIES USE AGREEMENT

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT "A"

FACILITIES USE AGREEMENT

BETWEEN

JASPER COUNTY

AND

THE LOWCOUNTRY COMPOSITE GROUP OF THE CIVIL AIR PATROL

**FACILITIES USE AGREEMENT
FOR USE OF JASPER COUNTY BUILDINGS AND/OR GROUNDS**

It is understood when entering this agreement that Jasper County is a political subdivision of the State of South Carolina. It is further understood that the User will not conduct or allow to be conducted any program, or take or allow to be taken any action, that may violate Federal, State or County constitutions, laws or policies regarding use of public property.

THIS FACILITIES USE AGREEMENT, made this _____ day of _____, 2020 between Jasper County, South Carolina (hereinafter "the County"), and the Low Country Composite Group of the Civil Air Patrol, hereinafter referred to as "the LCG", hereinafter referred to as "the User".

WHEREAS, the User desires to use that portion of the facilities as defined in Section 3 of this agreement located at the Ridgeland Claude Dean Airport ("Airport") at 1557 Grays Hwy Ridgeland, SC 29936, for the sole benefit and enjoyment of the User upon the terms and conditions herein; and

WHEREAS, the County desires to make the above-mentioned premises available to the User, a non-commercial or not-for-profit entity involved in civic and quasi-governmental support activities involving civilian aircraft, pilots and support personnel, upon the terms and conditions herein;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the above-mentioned premises shall be used and maintained by the User subject to the following terms and conditions:

1. The undersigned will use the premises for the purpose of periodically conducting ground support of aerial missions and training exercises in furtherance of the mission of the Civil Air Patrol, and no other purpose.
2. The term of this agreement shall be for five (5) years (term), commencing on August 1, 2020, and ending on July 31, 2025. The defined premises will be used on the following days:

As scheduled periodically with the Ridgeland Claude Dean Airport Manager ("Manager") at such times throughout the term as necessary to fulfill the mission and training needs of the LCG, not exceeding ten (10) days per quarter (three month period), and at such other times as may be desirable to accommodate support missions by the LCG during public emergencies.

3. The specific area or areas to be utilized are as follows:

Approximately 650 square feet of the County facility consisting of the kitchen, rest room, office and conference rooms that are necessary, reasonable and prudent for the temporary installation of necessary radio equipment (including Manager approved antennae), provision of adequate office space and meeting room necessary to conduct training and emergency operations at the Airport, including the non-exclusive use of restrooms and parking areas in or appurtenant to the Building. The LCG will also be allowed to use Manager approved areas of the airport for camping and parking of recreational vehicles during the time the Building is being used by the LCG, as well as the use of the Airport runways and taxiways (collectively, the "Premises").

4. The fee for the use of the areas defined in Article 3 above will be \$00.00.

5. The User agrees that while the Premises are used by them, they will be responsible for any damage to the Premises, its furniture, fixtures or other accoutrement caused by the LCG, or its agents, guests, or invitees. The User further agrees that they will pay for any damages arising out of this use of the Premises, and shall clean and remove trash from the premises and areas used by the LCG after its occupancy.

6. User shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. User shall be responsible for all code enforcement or other violations caused by User.

7. User further agrees to indemnify the County from and against any and all claims, demands, actions, suits or causes of action, including counsel fees and other costs defending against the same for loss, damage, or personal injury (including death) arising from the use of the Premises and Airport facilities by the User, its members, guests, or invitees; the County is not responsible for the security of User's records, equipment, or any supplies unless compromised as a result of the County's gross negligence or willful

neglect. At all times during the Lease term, Lessee shall maintain, at its sole cost, comprehensive public liability and comprehensive property damage and other appropriate insurance required of commercial aeronautical operators in "Minimum Standards for Aeronautical Services". Such insurance, at a minimum, must insure against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina.

8. Either party may cancel this agreement with 30 days' notice without liability for any damages that might be sustained for such cancellation.
9. User agrees not to use or allow the use of tobacco, alcohol, firearms or illegal drugs in or on Salvation Army property. Smoking is prohibited in all physical structures and shall otherwise be restricted to designated areas.
10. The User agrees to provide supervision, to the extent to ensure that all of its activities are carried on in a safe and orderly manner, for all areas defined as a part of this agreement.
11. This Agreement may not be modified except in a writing, signed by both parties hereto.
12. This Agreement will be construed in accordance with South Carolina law, and jurisdiction and venue shall be in Jasper County, South Carolina.

IN WITNESS WHEREOF, the parties hereto having executed this agreement, the day and year first written above.

WITNESS:

JASPER COUNTY, SOUTH CAROLINA

By: _____
Andrew P. Fulghum, County Administrator

SIGNATURES CONTINUE ON FOLLOWING PAGE

THE LOW COUNTRY GROUP OF THE
CIVIL AIR PATROL

WITNESS:

By: _____
Its: _____